

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

SHARON M. JEWETT, et al.,
Plaintiffs,

No.: 18CV14461

SUMMONS

v.

SCOTTSDALE INSURANCE COMPANY, et
al.,

Defendants.

TO: Defendant Scottsdale Insurance Company, c/o Corporation Service Company,
1127 Broadway St. NE, Ste. 310, Salem, OR 97301

You are hereby required to appear and defend the complaint filed against you
in the above entitled action within thirty (30) days from the date of service of this
summons upon you, and in the case of your failure to do so, for want thereof,
plaintiff(s) will apply to the court for the relief demanded in the complaint.

**NOTICE TO THE DEFENDANT: READ THESE
PAPERS CAREFULLY!**

You must "appear" in this case or the other
side will win automatically. To "appear" you must
file with the court a legal document called a "motion"
or "answer." The "motion" or "answer" must be
given to the court clerk or administrator within 30
days along with the required filing fee. It must be in
proper form and have proof of service on the
plaintiff's attorney or, if the plaintiff does not have
an attorney, proof of service upon the plaintiff.

If you have any questions, you should see
an attorney immediately. If you need help in finding
an attorney, you may call the Oregon State Bar's
Lawyer Referral Service at (503) 684-3763 or toll-
free in Oregon at (800) 452-7636.


SIGNATURE OF ATTORNEY/AUTHOR FOR PLAINTIFF

Anthony L. Reiner, OSB No. 965530
ATTORNEY'S/AUTHOR'S NAME (TYPED OR PRINTED)
BAR NO.(IF ANY)

1111 E. Burnside Street, Suite 300
ADDRESS

Portland, Oregon 97214 (503-245-1518)
CITY STATE ZIP PHONE

Anthony L. Reiner OSB No. 965530
TRIAL ATTORNEY IF OTHER THAN ABOVE (TYPED OR
PRINTED) BAR NO.

TO THE OFFICER OR OTHER PERSON SERVING THIS SUMMONS: You are hereby
directed to serve a true copy of this summons, together with a true copy of the
complaint mentioned therein, upon the individual(s) or other legal entity(ies) to
whom or which this summons is directed, and to make your proof of service on
the reverse hereof or upon a separate similar document which you shall attach
hereto.



MALONEY | LAUERSDORF | REINER PC
ATTORNEYS AT LAW

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Telephone: 503.245.1518
Facsimile: 503.245.1417


ATTORNEY(S) FOR PLAINTIFF(S)

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

SHARON M. JEWETT, in her capacity
as trustee of MICHAEL R. JEWETT
REVOCABLE LIVING TRUST,
MICHAEL R. JEWETT, in his capacity
as trustee of MICHAEL R. JEWETT
REVOCABLE LIVING TRUST,
MICHAEL R. JEWETT and SHARON M.
JEWETT,

Plaintiffs,

v.

SCOTTSDALE INSURANCE COMPANY,
and ALLIED INSURANCE CO. OF
AMERICA,

Defendants.

No.:

COMPLAINT

(Breach of Contract)

Prayer Amount: \$245,280

Filing Fee: \$560.00
ORS 21.160(1)(c)

CLAIM NOT SUBJECT TO
MANDATORY ARBITRATION

Jury Trial Requested

Plaintiffs allege:

1.

At all material times, Plaintiffs Michael R. Jewett and Sharon M. Jewett were married individuals domiciled in the state of Oregon, with their primary residence in Lane County, Oregon.

2.

At all material times, Plaintiffs Michael R. Jewett and Sharon M. Jewett were and are trustors, trustees and beneficiaries of the Michael R. Jewett

1 Revocable Living Trust ("the Trust"), which is a valid and existing trust, created
2 in Oregon on January 17, 2011, and governed by Oregon law.

3 3.

4 At all material times, Defendant Scottsdale Insurance Company
5 ("Scottsdale") is and was an Ohio corporation with its principal place of
6 business in Arizona, licensed and doing business in the state of Oregon and
7 subject to the laws of Oregon, is and was regularly conducting business in
8 Multnomah County, Oregon.

9 4.

10 At all material times, Defendant Allied Insurance Company of America
11 ("Allied") is and was an Ohio corporation with its principal place of business in
12 Ohio, licensed and doing business in the state of Oregon and subject to the
13 laws of Oregon, is and was regularly conducting business in Multnomah
14 County, Oregon.

15 5.

16 Jurisdiction and venue are proper in the Oregon Circuit Court of
17 Multnomah County.

18 6.

19 On or about October 8, 2017, a motor vehicle struck a building ("the
20 building") located at 701 Jefferson Avenue, Metolius, Oregon, causing direct
21 physical loss of or damage to the building and contents therein from impact
22 and fire ("the loss"). At the time of the loss, the building was owned by the
23 Trust, having been conveyed by Sharon Jewett to the Trust on or about
24 January 18, 2011 and duly recorded in the Jefferson County Official Records.

7.

Plaintiffs Michael R. Jewett and Sharon M. Jewett and the building and its contents were insured by Scottsdale under Policy No. CPS2668043 (the “Scottsdale Policy”) issued by Defendant. The Jewetts had an insurable interest in the building and its contents. The Scottsdale Policy was in full force and effect at all material times.

8.

The Trust, its trustees Sharon M. Jewett and Michael R. Jewett, and the building and its contents were insured by Allied under Policy No. ACP BPOL 300841893 (the “Allied Policy”) issued by Defendant. The Trust, and its trustees, had an insurable interest in the building and its contents. The Allied Policy was in full force and effect at all material times.

9.

Plaintiffs Sharon M. Jewett and Michael R. Jewett, in each’s capacity as trustee, and Michael R. Jewett Trust (collectively “the Trust Plaintiffs”) made claim to Allied on behalf of Michael R. Jewett Trust and have satisfied all conditions precedent to payment of benefits to the Trust Plaintiffs under the Allied Policy. Allied denied coverage for that claim and refused to honor that claim or make payments in indemnification of the loss.

10.

Plaintiffs Michael R. Jewett and Sharon M. Jewett (“the Individual Plaintiffs”) made claim to Scottsdale and have satisfied all conditions precedent to payment of benefits under the Scottsdale Policy. Scottsdale denied coverage for that claim and refused to honor that claim or make payments in indemnification of the loss.

FIRST CLAIM: BREACH OF CONTRACT - EXPRESS

(Trust Plaintiffs against Allied)

11.

The Trust Plaintiffs re-allege and re-assert all allegations contained above.

12.

Under the Allied Policy, Allied had a contractual duty to pay all insurance claims in accordance with the terms of that policy. Allied was obliged to provide coverage under the terms of the Allied Policy for the loss.

13.

Allied breached the Allied Policy by failing to pay the Trust Plaintiffs on the Trust Plaintiff's claim for coverage.

14.

As a result of the breach by Allied, the Trust Plaintiffs have has been damaged in an amount in excess of \$245,280.00, to be proven with more specificity at trial.

15.

The Trust Plaintiffs are entitled to recover attorney fees and costs from Allied pursuant to ORS 742.061.

SECOND CLAIM: BREACH OF CONTRACT - EXPRESS

(Individual Plaintiffs against Scottsdale)

16.

The Individual Plaintiffs re-allege and re-assert all allegations contained above.

17.

Under the Scottsdale Policy, Scottsdale had a contractual duty to pay all insurance claims in accordance with the terms of that policy.

18.

Scottsdale breached the Scottsdale Policy by failing to pay the Individual Plaintiffs on their claim for coverage.

19.

As a result of the breach by Scottsdale, the Individual Plaintiffs have been damaged in an amount in excess of \$245,280.00, to be proven with more specificity at trial.

20.

The Individual Plaintiffs are entitled to recover their attorney fees and costs from Scottsdale pursuant to ORS 742.061.

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. On the First Claim for Relief:

a. That judgment be entered in favor of the Trust Plaintiffs and against Allied in the sum of \$245,280.00;

b. That the Trust Plaintiffs recover pre-judgment and post-judgment interest from Allied at the maximum legal rate;

c. That the Trust Plaintiffs recover their attorney fees and costs from Allied pursuant to ORS 742.061;

d. That the Trust Plaintiffs recover from Allied their costs and disbursements incurred herein; and

1 e. That the Trust Plaintiffs be awarded such other relief as the
2 Court deems just and proper.

3 2. On the Second Claim For Relief:

4 a. That judgment be entered in favor of the Individual Plaintiffs
5 and against Scottsdale in the sum of \$245,280.00.

6 b. That the Individual Plaintiffs recover pre-judgment and post-
7 judgment interest from Scottsdale at the maximum legal rate;

8 c. That the Individual Plaintiffs recover their attorney fees and
9 costs from Scottsdale pursuant to ORS 742.061;

10 d. That the Individual Plaintiffs recover from Scottsdale their
11 costs and disbursements incurred herein; and

12
13 e. That the Individual Plaintiffs be awarded such other relief as
14 the Court deems just and proper.

15 DATED: April 13, 2018

16 MALONEY LAUERSDORF REINER PC

17
18 By /s/ Anthony L. Reiner
19 Anthony Reiner, OSB #965530
20 E-Mail: tr@mlrlegalteam.com

21 Attorneys for Plaintiffs

22 Trial Attorney: Anthony L. Reiner
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